

REMARKS

In response to the Office Action mailed on July 28, 2008, Applicants respectfully request reconsideration based on the above claim amendments and the following remarks. Applicants respectfully submit that the claims as presented are in condition for allowance.

Claim Disposition

Claims 1-24 are pending in the application. The Examiner has rejected claims 1-24. Claims 1,15 and 23 have been amended, and claim 25 has been added leaving Claims 1-25 for consideration upon entry of the current amendments.

Claim Rejections - 35 U.S.C. § 103

Claims 1-24 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 7,103,511 to Petite (hereinafter "Petite) in view of U.S. Patent No. 7,130,895 B2 to Zintel, et al (hereinafter "Zintel").

Claims 1, 15 and 23 have been amended to include the limitation that the producers include an active configuration information and an incrementable CONFIG ID that corresponds to an active data sample and that the active CONFIG ID is sent by the producer to a consumer allowing the consumer to detect a CONFIG ID mismatch between the active CONFIG ID and a previously obtained CONFIG ID and further providing that the consumer device is able to request the active configuration information when a mismatch is detected.

Firstly, Zintel describes incrementing a "notification" (column 39, line 57 to column 40 line 13). However, Zintel's incrementing method requires the producer (controlled device) to continue sending notifications until the subscription expires if the consumer (subscriber) is not up to date with the current notification. Thus, if the consumer receives an incremented notification that is not exactly one more than the previous notification, it will know that it is "out of sync" and proceed to ignore all future sequence increments until the sequence begins at zero again (column 40, lines 1 - 3). Alternately, Zintel's consumer can unsubscribe and re-subscribe if the consumer is to re-sync its state. (column 46, lines 1 – 5).

In contrast, the present invention requires no such subscription, or unsubscription and re-subscription process. The producer in the present invention does not automatically send any data out to subscribing consumers as in Zintel. Instead, the present invention's incrementable CONFIG ID allows the consumer device to detect a mismatch between the active incrementable CONFIG ID and the previously obtained incrementable CONFIG ID. The present invention then allows the user to request the corresponding active configuration information directly from the producer without unsubscribing or re-subscribing to any services. This provides the consumer with a technique of detecting and automatically updating invalid or out of date configuration information. In contrast, Zintel's consumer must either wait until the sequence starts over or go through a burdensome unsubscription and re-subscription process.

It is therefore clear that Zintel does not disclose, teach or suggest the limitation that the same network path be used to transfer both the configuration information and the data samples, and that the configuration information is time stamped and incremented.

Petite does not cure this deficiency in Zintel since Petite does not include an incremented CONFIG ID corresponding to the configuration information of a data configuration. Nowhere in the specification or claims does Petite mention incrementing any identifier in order to provide the consumers a way to update their configuration information. Further, by incrementing the CONFIG ID and allowing the consumer to detect any mismatches between the active and previously obtained CONFIG ID and allowing the consumer to automatically request the active configuration, the present invention provides consumers a way to find the information that they need without the producer having to do any onerous "lookups". In contrast, Petite requires that the producer use a lookup table (column 11 lines 11 - 56 and column 16 lines 10 - 20).

With neither Zintel nor Petite separately disclosing this claimed limitation of independent Claims 1, 15, 23, the combination of Zintel with Petite cannot disclose it either, and the Claims 1, 15, and 23 are therefore allowable over Zintel and Petite. The Claims 2-14, 16-22 and 24 are either directly or indirectly dependent upon Claims 1 or 15 and as such include all of the limitations of the claims from which they are dependent, and are also allowable for at least the reasons that Claims 1 and 15 are allowable.

Conclusion

It is believed that the foregoing amendments and remarks are fully responsive to the Office Action and that the claims herein should be allowable to the Applicants. In the event the Examiner has any queries regarding the instantly submitted response, the undersigned respectfully request the courtesy of a telephone conference to discuss any matters in need of attention.

If there are any additional charges with respect to this Response or otherwise, please charge them to Deposit Account No. 06-1130.

Respectfully Submitted,

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